

Download Agreement

IMPORTANT—READ CAREFULLY: This Download Agreement (“**Agreement**”) is a legal agreement between you (either an individual or a single entity) and Uncharted Industries Limited (“TIG” or “we” or “us”) with respect to the use of the software owned by TIG (“**Software**”).

This Agreement governs your use of the Software.

THIS IS A LEGAL AGREEMENT. BY DOWNLOADING THE SOFTWARE, YOU ARE ACCEPTING AND AGREEING TO THIS AGREEMENT ON BEHALF OF YOURSELF OR THE ENTITY YOU REPRESENT IN CONNECTION WITH THE USE. YOU REPRESENT AND WARRANT THAT YOU HAVE THE RIGHT, AUTHORITY, AND CAPACITY TO ACCEPT AND AGREE TO THIS AGREEMENT ON BEHALF OF YOURSELF OR THE ENTITY YOU REPRESENT.

IF YOU DO NOT AGREE WITH ANY OF THE PROVISIONS OF THESE TERMS, YOU SHOULD DELETE THE SOFTWARE.

1. **No license.**

You are permitted to read and observe the source code for the Software only. No license is granted hereunder to the Software, or any intellectual property embodied within it, whether express, implied or by estoppel.

2. **Restrictions.**

You agree **not** to, and you will **not** permit others to; (a) execute the software; (b) license, sell, rent, lease, assign, distribute, transmit, host, outsource, disclose or otherwise commercially exploit the Software or make the Software available to any third party; (c) remove or alter any trademark, logo, copyright or other proprietary notices, legends, symbols or labels in the Software; or (d) modify or make derivative works of the source code for the Software.

3. **Reservation of Rights and Ownership.**

TIG reserves all rights not expressly granted to you in this Agreement. The Software is protected by copyright and other intellectual property laws and treaties. TIG owns the title, copyright, and other intellectual property rights in the Software. **The Software is not licensed or sold** under this Agreement. This Agreement does not grant you any rights to trademarks or service marks of TIG.

4. **Term and Termination.**

This Agreement is effective on the date you first download the Software and shall continue until terminated in accordance with this Clause 4. Without prejudice to any other rights, TIG may terminate this Agreement at any time if you fail to comply with any term(s) hereof. You may terminate this Agreement effective immediately upon written notice to TIG. Upon termination of this Agreement, you must stop all use of the Software and you must delete all copies of the Software, but the terms of Clauses 2 through 11 (inclusive) will remain in effect, after any such termination.

5. **Warranty Disclaimer.**

To the maximum extent permitted by applicable law, TIG provides the Software AS IS AND WITH ALL FAULTS, and hereby disclaim all other warranties and conditions, whether express, implied or statutory, including, but not limited to, any (if any) implied warranties, duties or conditions of satisfactory quality, merchantability, of fitness for a particular purpose, of reliability or availability, of accuracy or completeness of responses, of results, of workmanlike effort, of lack of viruses, and of lack of negligence, all with regard to the Software, and the provision of or failure to provide support or other services, information, software, and related content through the Software or otherwise arising out of the use of the Software. THERE IS NO WARRANTY OF TITLE, ACCURACY, QUIET ENJOYMENT, QUIET POSSESSION, CORRESPONDENCE TO DESCRIPTION OR NON-INFRINGEMENT WITH REGARD TO THE SOFTWARE.

YOU USE THE SOFTWARE AT YOUR OWN DISCRETION AND RISK. YOU WILL BE SOLELY RESPONSIBLE FOR (AND TIG HEREBY DISCLAIMS) ANY AND ALL LOSS, LIABILITY, OR DAMAGES RESULTING FROM YOUR USE OF THE SOFTWARE.

6. **Limitation of Liability**

Nothing in this Agreement and in particular within this "Limitation of Liability" clause shall attempt to exclude liability that cannot be excluded under applicable law.

IN NO EVENT SHALL TIG BE LIABLE FOR ANY SPECIAL, INCIDENTAL, PUNITIVE, INDIRECT, OR CONSEQUENTIAL DAMAGES WHATSOEVER (INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS OR CONFIDENTIAL OR OTHER INFORMATION, FOR BUSINESS INTERRUPTION, FOR PERSONAL INJURY, FOR LOSS OF PRIVACY, FOR FAILURE TO MEET ANY DUTY INCLUDING OF GOOD FAITH OR OF REASONABLE CARE, FOR NEGLIGENCE, AND FOR ANY OTHER PECUNIARY OR OTHER LOSS WHATSOEVER) ARISING OUT OF OR IN ANY WAY RELATED TO THE USE OF OR INABILITY TO USE THE SOFTWARE, THE PROVISION OF OR FAILURE TO PROVIDE SUPPORT OR OTHER SERVICES, INFORMATION, SOFTWARE, AND RELATED CONTENT THROUGH THE SOFTWARE OR OTHERWISE ARISING OUT OF THE USE OF THE SOFTWARE, OR OTHERWISE UNDER OR IN CONNECTION WITH ANY PROVISION OF THIS AGREEMENT, EVEN IN THE EVENT OF THE FAULT, TORT (INCLUDING NEGLIGENCE), MISREPRESENTATION, STRICT LIABILITY, BREACH OF CONTRACT OR BREACH OF WARRANTY OF TIG, AND EVEN IF TIG HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

7. **Governing Law.**

The validity, construction and performance of this Agreement shall be governed by the laws of England and Wales.

8. **Assignment.**

Neither the rights nor the obligations arising under this Agreement are assignable by you, and any such attempted assignment shall be void and without effect.

9. **Entire Agreement/Severability.**

This Agreement represents the entire agreement between you and TIG with respect to the Software and its terms supersede all prior or contemporaneous oral or written communications, proposals, and representations with respect to the Software or any other subject matter covered by this Agreement. If any provision of this Agreement is unenforceable, such provision will be changed and interpreted to accomplish the objectives of such provision to the greatest extent possible under applicable law and the remaining provisions will continue in full force and effect.

10. **Waiver.**

All waivers by TIG will be effective only if in writing. Any waiver or failure by TIG to enforce any provision of this Agreement on one occasion will not be deemed a waiver of any other provision or of such provision on any other occasion.

11. **General.**

The headings of Clauses of this Agreement are for convenience and are not to be used in interpreting this Agreement.

Except as otherwise provided in this Clause, no amendment to this Agreement will be valid unless it is in writing hand-signed by the parties.

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